

Original Title Page

THE WORLD LINER DATA AGREEMENT

A Cooperative Working Agreement

FMC Agreement No.

Expiration Date: None

This Agreement Has Not Been Published Previously

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ARTICLE 1: NAME OF THE AGREEMENT

This agreement shall be known as the World Liner Data Agreement (“the Agreement”).

ARTICLE 2: PURPOSES OF THE AGREEMENT

The purposes of the Agreement are to: (i) authorize the parties to implement an information collection and processing system relating to maritime transport services in the Trade (as hereinafter defined); (ii) to exchange and discuss such information to the full extent permitted by applicable law; (iii) to issue reports based on such aggregated/historic information and/or on information from publicly available sources; (iv) to establish and/or maintain one or more separate entities for purposes of facilitating the centralizing, compiling, aggregating, and exchanging of said information, and for other lawful purposes; and (v) to cause one or more of said entities to enter into one or more contracts with one or more third parties for the provision of services in connection the centralizing, compiling, aggregating, and exchanging of such information, or for other lawful purposes.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement shall consist of Members and Associates (as those terms are defined in Article 7). Members and Associates are referred to jointly as “Parties”, and are listed in Appendix A hereto.

5.6 Aggregated and individual volume data relating to the Trade will be disseminated to Parties who are in compliance with their obligations under this Agreement on such terms as the Parties may agree from time to time. Such data shall be used by the Parties only for their respective individual purposes, and shall not be provided to any third parties (except in accordance with Article 5.3 hereof).

5.7 The Parties are not authorized hereunder to discuss or agree upon the vessel capacity to be deployed by any of them. The Parties are not authorized hereunder to discuss or agree upon the rates, charges, or terms and conditions of transport to be offered by any of them.

5.8 It is the intent of the Parties that the authority contained in this Agreement be interpreted, exercised and implemented in a manner that is consistent with applicable law, including the guidelines of the European Commission on the application of Article 101 TFEU to maritime transport services, especially with any safety mechanisms with respect thereto, in addition to meeting U.S. regulatory requirements under the Shipping Act of 1984, as amended.

ARTICLE 6: ADMINISTRATION OF AGREEMENT

6.1 The Agreement shall be administered by such individual(s) and/or entities as the Members may designate from time to time. Each individual and/or entity so designated shall be responsible for those duties assigned him/her by the Members from time to time.

6.2 Agreement expenses may be paid by the Company or its contractor, or paid by the Parties in such shares as the Members may agree from time to time. The share of costs to be paid by a Party may be different for Members and Associates.

6.3 Upon action taken by the Members hereunder, Agreement counsel is hereby authorized to prepare amendments to this Agreement and information relating thereto, and to execute and file same with the Federal Maritime Commission.

ARTICLE 7: MEMBERSHIP

Any ocean common carrier (as that term is defined by the U.S. Shipping Act of 1984, as amended) may become a Party to this Agreement. Such Party may, but is not required to be, a participant in the Company. Parties that are participants in the Company shall be Members and Parties that are not participants in the Company shall be Associates. Any amendment adding a Party hereto shall indicate if said Party is a Member or Associate. Carriers that are not ocean common carriers in the U.S. trades may participate in entities created hereunder, but shall not become Parties to this Agreement.²

² A list of such carriers is set forth in Appendix B hereto.

ARTICLE 8: VOTING

Each Member shall have one vote. Associates shall not have any vote hereunder and the signature of Associates shall not be required to amend this Agreement. Except as otherwise provided herein, decisions hereunder shall be decided by a simple majority of the Members.

ARTICLE 9: DURATION, RESIGNATION AND EXPULSION

9.1 This Agreement shall become effective on the date it enters into effect under the U.S. Shipping Act of 1984, as amended, shall have an initial term of three (3) years, and shall remain in effect indefinitely thereafter. This Agreement may be terminated by the unanimous vote of the Members, less one.

9.2 Any Party may resign from this Agreement on not less than six months' advance written notice to the individual or entity designated under Article 6.1 hereof, such notice to become effective only on January 1 of the year following that in which notice of resignation was given and not sooner than the three-year anniversary of the effective date of the Agreement.

9.3 A Party's rights under this Agreement may be suspended and/or the Party may be expelled from this Agreement if:

(a) It has failed to pay any membership or other fees for which it is liable pursuant to the Articles of Association, rules adopted thereunder, or a contract between it and the Company;

(b) It has breached its duty of confidentiality under this Agreement, the Articles of Association, rules adopted thereunder, or a contract between it and the Company;

(c) It has failed to submit data as required pursuant to Articles 5.2 and/or 5.5 hereof;

(d) It ceases to be an ocean common carrier;

(e) an Insolvency Event occurs with respect to the Party; or

(f) It does, or omits to do, anything which shall, or may, bring the Company or any associated company into disrepute, and there is evidence of such acts or omissions.

(g) For the purposes of Article 9.3, an "Insolvency Event" means, in relation to a Party, any of the following:

- (i) the Party stops or suspends payment of any of its debts, or is unable to or admits inability to pay its debts as they fall due;
- (ii) the Party commences negotiations or enters into a composition or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness (by reason of actual or anticipated financial difficulties);
- (iii) a moratorium is declared in respect of any indebtedness of the Party;
- (iv) any action, proceedings, procedure or step is taken in relation to:

- the suspension of payments, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Party; or
 - the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Party or any of its assets;
- (v) any event occurs, or proceeding is taken, with respect to such Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Article 9.3(g); or
- (vi) the value of the Party's assets is less than its liabilities (taking into account contingent and prospective liabilities).

9.4 Notice of any expulsion from this Agreement shall be provided promptly to the Federal Maritime Commission.

ARTICLE 10: GOVERNING LAW/DISPUTE RESOLUTION

This Agreement and any disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the law of England; provided, however, that nothing in this Article 10 shall relieve this Agreement or the Parties from their obligations under the U.S. Shipping Act of 1984, as amended. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have agreed this 9TH day of July,
2019, to amend this Agreement as per the attached page.

Maersk Line A/S

CMA CGM S.A./APL Co. Pte
Ltd./ANL Singapore Pte Ltd.

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

Hamburg Südamerikanische
Dampfschiffahrtsgesellschaft KG

Hapag-Lloyd AG

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

COSCO SHIPPING Lines Co., Ltd.

Mediterranean Shipping
Company S.A.

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

By: Wayne Rohde
Name:
Title:

Orient Overseas Container Line
Ltd.

Nile Dutch Africa Line B.V.

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

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SIGNATURE PAGE

Hyundai Merchant Marine
Co., Ltd.

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

ZIM Integrated Shipping Services
Limited

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

Evergreen Line Joint Service
Agreement

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

Independent Container Line Ltd.

By: Wayne Rohde
Name: Wayne Rohde
Title: Attorney-in-fact

PARTIES TO THE AGREEMENT (continued)

Hyundai Merchant Marine Co., Ltd.
Hyundai Group Building, West Wing
12th Floor, 1-7 Yeonji Dong, Jongno-Gu
Seoul, Korea

Evergreen Line Joint Service Agreement
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

Nile Dutch Africa Line B.V.
Westblaak 95
2013 KG Rotterdam
The Netherlands

ZIM Integrated Shipping Services Limited
9 Andrei Sakharov Street
"Matam" Scientific Industries Centre
POB 1723
Haifa
31016
ISRAEL

Associates:

Independent Container Line Ltd.
4801 Audubon Drive
Richmond, VA 23231

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List of Non-Ocean Common Carrier Parties